



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

January 20, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 January 20, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT
OF ALCOHOLIC BEVERAGE CONTROL FOR THE MINOR DECOY/SHOULDER
TAP AND INFORMED MERCHANTS PREVENTING ALCOHOL-RELATED CRIME
TENDENCIES INSPECTIONS GRANT PROGRAM FOR FISCAL YEAR 2014-15
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$23,400 from the State of California, Department of Alcoholic Beverage Control (ABC) for the Fiscal Year (FY) 2014-15 Minor Decoy/Shoulder Tap and Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections Grant Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached Grant Award Agreement Number 14-MPG05 (Agreement) with ABC, accepting a grant in the amount of \$23,400 to fund the Los Angeles County Sheriff's Department's (Department) Cerritos Sheriff's Station (Station) for the grant period from October 1, 2014, through September 30, 2015. There is no match requirement for this Program.
2. Delegate authority to the Sheriff or his designee to execute and submit all required grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of this Program.
3. Delegate authority to the Sheriff, as an agent for the County, to submit a grant application to ABC for this Program in future FY and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This grant will be used to continue and expand the Department's present effort in addressing alcohol-related problems involving minors. The Minor Decoy Program is a significant and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practice used by minors to obtain alcohol from adult strangers near "Off-Sale" retail outlets. The IMPACT Inspections Program will focus on prevention and education of licensed establishments who furnish alcoholic beverages to minors/underage drivers.

The Department intends to manage and deploy the ABC grant funds through the members of the Department's Special Assignment Officers (SAO) teams assigned to the Department's Station. The Department's SAO Team will implement the Minor Decoy and Shoulder Tap Programs and conduct IMPACT Inspections in an effort to reduce underage drinking, driving under the influence (DUI) injuries and fatalities, property damage, and reduce youth access to alcoholic beverages through enforcement intervention and the education of ABC licensees.

Funds in the amount of \$23,400 will be utilized for Salaries and Employee Benefits (overtime only for the Station's personnel).

Implementation of Strategic Plan Goals

This Program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery, by implementing and developing an effective and strategic approach to eliminating and developing an effective and strategic approach to eliminating crime and nuisance issues associated with the sale of alcohol to minors.

FISCAL IMPACT/FINANCING

Funding for this grant is provided by the California Office of Traffic Safety through the National Highway Traffic Safety Administration. The grant funding in the amount of \$23,400 will be fully offset by ABC with no match requirement. Funding for this Program has been included in the Department's FY 2014-15 budget.

The \$23,400 in grant funding will only be utilized for the purposes of providing overtime for the Station's personnel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be the third year of funding for the Minor Decoy/Shoulder Tap Program and the first year for the IMPACT Inspections Program, which have been incorporated into one program and renamed the Minor Decoy/Shoulder Tap IMPACT Inspections Program.

The term of the Agreement is for one year from October 1, 2014, through September 30, 2015.

The County agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of the Agreement, as well

as from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by County in the performance of the Agreement.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will have a positive impact on current services for the Station by addressing complaints of crime in and around ABC-licensed locations within the Station's jurisdiction.

This Program may create workload increases for the County's justice departments, including the District Attorney, Public Defender, and the Alternate Public Defender as suspects are identified and subsequently charged with a crime. The District Attorney, Public Defender, and the Alternate Public Defender have stated this Program will have a minimal impact on their offices that can be managed with existing resources, given the primary objective of the Program is prevention through education of licensees and enforcement intervention.

CONCLUSION

Upon Board approval, please return two individually certified copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looped initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:DS:ds

Enclosures

AGREEMENT NUMBER

14-MPG05

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Los Angeles through the Los Angeles Sheriff's Department

2. The term of this Agreement is: October 1, 2014 through September 30, 2015

3. The maximum amount of this Agreement is: **\$23,400.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 3 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C – General Terms and Conditions 1 page *

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.documents/dqs.ca.gov/ols/GTC-610.doc

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles through the Los Angeles Sheriff's Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim McDonnell

ADDRESS

4700 Ramona Blvd
Monterey Park, CA 91754

STATE OF CALIFORNIA

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

California Department of General
Services Use Only

☒ Exempt per: GC14616

EXHIBIT A SCOPE OF WORK

I. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Los Angeles Sheriff's Department
John L. Scott, Sheriff
4700 Ramona Blvd
Monterey Park, CA 91754

Department of Alcoholic Beverage Control
Chris Brookman
Supervising Agent, Grant Unit
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
916-419-2579

Direct all inquiries to:

Same as above

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
916-928-9807

II. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 - The operation period of the grant is October 1, 2014 through September 30, 2015.
 - Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 - Contractor agrees to conduct Minor Decoy Operations at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.
 - Contractor agrees to conduct Shoulder Tap Operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

- Contractor agrees to conduct IMPACT Inspections at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be conducted until after the Contractor's representative has completed training conducted by ABC.
- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916)419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration.
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) Licensee Education on Alcohol and Drugs (LEAD) class for licensee's located within Contractor's jurisdiction during the term of this contract. The training will be provided by ABC's Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor agrees to complete and submit bi-monthly reports, on a format designed by the Department of Alcoholic Beverage Control due:
 - On or before **December 15, 2014** (with results of operations October and November 2014)
 - On or before **February 15, 2015** (with results of operations December 2014 and January 2015)
 - On or before **April 15, 2015** (with results of operations February and March 2015)
 - On or before **June 15, 2015** (with results of operations April and May 2015)
 - On or before **August 15, 2015** (with results of operations June and July 2015)
 - The final report due on or before **October 30, 2015** (with results of operations August and September 30 2015)
- Contractor agrees to submit an Executive Summary as part of the final report due on or before **October 30, 2015**. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control.”

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency’s continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

III. AMENDMENT PROCESS

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State’s official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

IV. CANCELLATION/TERMINATION

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a bi-monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs associated with the initial training.
- Invoices shall clearly reference this contract number (14-MPG05) and must not exceed the contract total authorized amount of \$23,400.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before December 15, 2014 (for operations conducted in October and November 2014). Second report due on or before February 15, 2015 (for operations conducted December 2014 and January 2015). Third report due on or before April 15, 2015 (for operations conducted February and March 2015). Fourth report due on or before June 15, 2015 (for operations conducted June and July 2015). Six/final report due on or before October 30, 2015 (for operations conducted August and September 2015).

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grants Fiscal Analyst
 3927 Lennane Drive, Suite 100
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

II. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C GENERAL TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:
www.documents.dgs.ca.gov/ols/GTC-610.doc

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)